

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED

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CLERK US DISTRICT COURT
WESTERN DISTRICT OF TEXAS

BY 

DEPUTY

JODY BAKSA, Individually and as Next
Friend of JOHN ROBERT BARNETT,
Minor Child, and JOHN FRANCES
BARNETT

Plaintiffs,

v.

BRIDGESTONE CORPORATION and
BRIDGESTONE/FIRESTONE NORTH
AMERICAN TIRE, LLC F/K/A
BRIDGESTONE/FIRESTONE, INC.

Defendants.

CIVIL ACTION NO. 05-120 LY ✓
JURY

ORDER APPROVING SETTLEMENT AND FINAL JUDGMENT

On ~~May 1~~ ^{May 3}, 2006, came on to be heard the above-styled and numbered action wherein Jody Baksa, Individually and as Next Friend of John Robert Barnett, Minor Child, and John Frances Barnett are Plaintiffs and Bridgestone Firestone North American Tire, LLC F/K/A Bridgestone/Firestone, Inc. is the Defendant.

The parties by and through their respective attorneys of record made known to the Court that any previously made jury demands are waived, and that all matters of fact and things in controversy are submitted to the Court. The named parties announced to the Court that they had agreed to settle and compromise all issues, claims and causes of action now existing or that may hereafter arise between Plaintiffs and the Defendant. The total amount of the settlement is confidential, the terms of which are described in the Settlement Agreement and Release (the "Settlement Agreement"), a copy of which was tendered to the Court for an *in-camera* review but not filed.

It is understood and agreed that Plaintiffs, in consideration for Defendant's agreement to settle this controversy for the sums described in the Settlement Agreement will pay, discharge or indemnify and hold Defendant harmless for any and all outstanding unpaid hospital charges, hospital bills, medical bills, rights of reimbursement, or liens. It was pointed out to the Court that all parties have agreed that if this Order Approving Settlement is approved by the Court that neither Plaintiffs nor anyone claiming by, through or under them will be able to recover anything further of and from the Defendant.

It having appeared to the Court that a potential conflict of interest exists between the adult Plaintiffs and the minor child, John Robert Barnett, in the division of the proceeds of the settlement, the Court has appointed Will Coates, practicing attorney in Austin, Texas, duly licensed and in good standing with the State Bar of Texas, as *Guardian Ad Litem* to represent the interests of John Robert Barnett, and said *Guardian Ad Litem* has been apprised of all matters of fact concerning this controversy and settlement thereof. The Court has been advised in a report filed by said *Guardian Ad Litem* that the *Guardian* approves of the proposed Settlement Agreement and that he has executed it.

After reviewing the pleadings filed in this case, the Court reviewed evidence touching upon such Settlement Agreement, with reference to the material facts regarding the automobile accident, and all matters pertaining to the alleged liability of the Defendant and the damages to Plaintiffs, as well as the capacity of the parties to prosecute this action as stated herein. Upon reviewing the evidence, the Court is of the opinion that such Settlement Agreement is in the best interest of Plaintiffs and that the terms of the Settlement Agreement are in all respects reasonable. It is understood and agreed by the Plaintiffs that the payment of the monies herein described is in settlement of disputed claims, that Defendant has denied liability and continues to deny liability of whatever nature to the Plaintiffs. It is further understood and agreed that

Defendant herein by this Settlement Agreement makes no admission of liability to the Plaintiffs, nor to any other person, firm, corporation or other entity who did not assert a claim or file a lawsuit against Defendant, but rather that Defendant makes this settlement solely to purchase its peace and to avoid the vexation and expense of further litigation.

Accordingly, the Court makes the following findings and Orders:

The Court finds that Plaintiffs and Defendant Bridgestone Firestone North American Tire, LLC F/K/A Bridgestone/Firestone, Inc. have satisfactorily compromised and settled all of the issues involved herein.

The Court is of the opinion that the Settlement Agreement executed by the Plaintiffs is fair and equitable and that the same should be, and is hereby in all things approved, and the Court hereby specifically finds that the Settlement Agreement is in the best interests of the minor, John Robert Barnett.

The Court further finds that the amounts are to be paid in full satisfaction of any and all claims arising from this accident which Plaintiffs have or might ever have against Bridgestone Firestone North American Tire, LLC F/K/A Bridgestone/Firestone, Inc.; all of its related and affiliated companies, including, but not limited to, Bridgestone Corporation; their respective officers, directors, shareholders, owners, agents, servants and employees; and any dealer that sold the subject tire and/or vehicle, new or used; and that under no legal or equitable theory may they hereafter recover either directly or indirectly any further sums by reason of any new suits, new theories, new or different claims, actions, cross-actions, counter-actions, or third-party actions, or other actions whatsoever, and further that this settlement and Order Approving Settlement shall fully bind any different personnel, personal representatives, administrators, guardians, or others representing the person or estate of any Plaintiff herein named.

The settlement funds paid by Defendant will be disbursed in cash and/or periodic payments, with the minor John Robert Barnett's settlement proceeds being paid directly into a 142 Trust as set forth in the Settlement Agreement.

It is ordered by the Court that Plaintiffs herein do recover from Defendant the present cash sums reflected in the respective Settlement Agreement, which sums are to be paid within 21 days of the time this Order Approving Settlement is entered; and the Court accordingly orders that no execution or other process ever issue against Defendant and that Defendant Bridgestone Firestone North American Tire, LLC F/K/A Bridgestone/Firestone, Inc. is fully and finally released.

The Court approves the settlement entered into by the parties and finds that the claims of Plaintiffs against Defendant Bridgestone Firestone North American Tire, LLC F/K/A Bridgestone/Firestone, Inc. should be dismissed with prejudice; and that the Plaintiffs' claims, asserted or which could have been asserted herein against the Defendant are fully satisfied in all respects, and that no execution shall ever issue herein.

It is ORDERED, ADJUDGED, and DECREED that all claims filed or which could have been filed by Plaintiffs against the Defendant are dismissed with prejudice.

It is further ORDERED, ADJUDGED and DECREED that costs of Court incurred herein are taxed against the party incurring same.

It is further ORDERED, ADJUDGED and DECREED that *Guardian Ad Litem* Will Coates be awarded the sum of \$3,500.00 for his services and expenses to be paid by Defendant.

It further appears to the Court that all sums and costs herein concerned have been fully paid as aforesaid by Defendant; and it is accordingly ORDERED, ADJUDGED and DECREED that no execution shall issue hereon, this Order Approving Settlement being entered as paid and fully satisfied.

It is further ORDERED, ADJUDGED and DECREED that all relief requested or which could possibly be requested by any of the parties hereto which is not herein specifically granted is denied.

SIGNED the 3rd day of May, 2006.



JUDGE PRESIDING

APPROVED AND AGREED:

WATTS LAW FIRM, LLP
Bank of America Plaza, Suite 100
300 Convent Street
San Antonio, TX 78205
Telephone: 210.527.0500
Facsimile: 210.527.0501

By: Guy Watts by permission BFSE
Guy L. Watts, II
State Bar No. 24005316

ATTORNEY FOR PLAINTIFFS

WILL COATES, ESQ.
111 Congress Avenue, Suite 1040
Austin, Texas 78701
Telephone: 512.499.0444
Facsimile: 512.457.8032

By: Will Coates by permission BFSE
Will Coates
State Bar No. 04425001

**GUARDIAN AD LITEM FOR
MINOR, JOHN ROBERT BARNETT**

VINSON & ELKINS L.L.P.
2300 First City Tower
1001 Fannin
Houston, Texas 77002
Telephone: (713) 758-2222
Facsimile: (713) 758-2346

By: Morgan L. Copeland by permission BFSE
Morgan L. Copeland, Esq.
State Bar No. 04800500

**ATTORNEYS FOR DEFENDANT
BRIDGESTONE FIRESTONE
NORTH AMERICAN TIRE, LLC**